



REGIONAL HEADQUARTERS F-5/1 ISLAMABAD

TENDER DOCUMENTS

Extension of Existing OFC Network for Further Connectivity of E-Office at
Pakistan Museum of Natural History Shakarparian Islamabad.

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Tender Notice # 002D (b) / (O F C - D e v / O p t - F - 8) / 2 0 2 5 - 2 6

For Information, Issuance and Submission of Bids

**Meeting Room, Ground Floor
NTC Regional HQs, Building F-5/1, Islamabad
Tel: 051-9201020**

SECTION - I

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

1.1 INTRODUCTION

NTC is offering a variety of different products and services to its valuable customer and expanding its services through deploying new next generation networks and technologies. In the context of rapid growth in information technology (IT), especially the Internet, information has become a key engine in driving the society growth since 1990s. The IT trend has gained wider application following the use of brand-new technologies and the birth of newfound disciplines. This creates opportunities for the government-centered IT construction. Below products / services are currently offered:

- | | |
|-----------------------------|------------------------|
| (i) Tele/Video Conferencing | (ii) IP/IPLC |
| (iii) DXX | (iv) Web Hosting/Email |
| (v) Dial-up | (vi) Broadband/DSL |
| (vii) PSTN | (viii) Co-Location |
| (ix) VPN | (x) Leased Lines |
| (xi) JV Services/VSAT | |

1.2 SCOPE OF WORK

1.2.1 NTC intends to undertake “Extension of Existing OFC Network for Further Connectivity of E-Office at Pakistan Museum of Natural History Shakarparian Islamabad” as per BOQ attached as “Annex-A”.

1.2.2 The incumbent bidder is bound to offer the prices of material and services of “Annex-A” as per NTC & PTCL technical specifications.

Following items shall be required for the execution of the work, but not limited to:

- a. Instruction to bidders.
- b. General/Special condition of Contract.
- c. Specifications.
- d. Drawing/plan
- e. Contract Form
- f. Format for Bid security, Bank Guarantee, Performance bonds
- g. Price schedule for Store items
- h. Price schedule for Services

2. **ELIGIBILITY CRITERIA OF BIDDERS**

Invitation of proposals is open to all manufacturers, authorized suppliers, re-sellers, services providers, contractors who meet following criteria:

Technical and Financial bids will be opened simultaneously. The work will be awarded to financially lowest and technically qualified firm only. The technical evaluation will be made as per following criteria:

S#	Description	Weightage	Documents to be provided
i	Registration with PEC	Mandatory	The valid registration to be attached with bids.
ii	Registration with Tax authorities	Mandatory	-Do-
iii	Having completed minimum 02 x similar works in Pakistan. The bidder must provide the job completion certificate along with its bid.	Mandatory	Copies of Completion reports to be attached with bids.
iv	Affidavit that the firm is not blacklisted, Product is not of Indian / Israel origin.	Mandatory	Declaration on stamp papers duly attested be attached with bid.

- * The work will be awarded as per relevant category i.e. C-6/ C-5 or above of PEC with reference to the quoted price by bidders.
- Non-compliance to the mandatory clauses will lead to disqualification.

Note: Bidder must submit documentary proof. Fulfillment of all conditions of "Eligible criteria" is mandatory for a successful bidder to be Technically qualified along with other mandatory conditions set in tender documents.

2.2 **ELIGIBLE GOODS**

All goods, materials and store items including the spares (if any) shall have make and origin of any country fulfilling the specifications, except Israel and India. The bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make than bidder shall provide an affidavit in this regard).

3. **COST OF TENDERING**

The bidder shall bear all costs associated with the preparation and submission of its bid and the NTC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

4. **CLARIFICATIONS OF TENDER DOCUMENTS**

A prospective bidder requiring any clarification(s) regarding technical matter / Specs may notify to DEP F-8 Division NTC Islamabad (Tel: 051-9204000) in writing. The concerned NTC officer will respond to any request for clarification, which receives well before (approximate 10 working days or more) the deadline of the submission of bids. Copies of NTC response will be forwarded to all prospective bidders (if not already clarified in the tender or deemed necessary for the bidder).

5. **AMENDMENT OF TENDER DOCUMENTS**

- 5.1 At any time prior to the deadline for submission of bids, the NTC may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by issuing amendment.
- 5.2 Any amendment thus issue through same media shall be part of the tender documents. To afford bidders reasonable time in which to take an amendment into account in preparing their bids, the NTC should extend the deadline for submission of bids (Ref #27 PPRA Rules 2004).

6. **COUNTRY OF ORIGIN**

The bidder shall provide all the store / items mentioned BOQ of Made in Pakistan 'or' otherwise mentioned the country of origin (Country of Manufacturer) of the offered/ quoted equipment & all allied accessories. Equipment's or any of its unit components quoted by bidders must not be manufactured in Israel or India. Furthermore, the Bidder/Principle must not have any linkage with Israel or India regarding ownership, sponsoring and financing in case any item may not confirms its country of origin, the bidder will provide the relevant documents to confirm the make and manufacture. (if any item during course of execution may not confirm about its make than bidder shall provide an affidavit in this regard).

7. **PREPARATION OF TENDER/ BID DOCUMENTS**

- 7.1 Bids should be prepared considering "**Single Stage-Single Envelope**" procedure.
- (i) The bid shall comprise a single package containing single envelop which shall contain technical and financial proposal.
 - (ii) Both Technical and Financial proposals shall be opened at once on Tender opening schedule.
 - (iii) The procuring agency shall evaluate the technical and financial proposals in a manner prescribed in advance and reject any proposal which does not conform to the specified requirements.
 - (iv) The bidder who does not conform to the technical requirements set forth in RFT shall be technically disqualified.
 - (v) During the evaluation no amendments in the technical & financial proposals shall be permitted.
 - (vi) The technical and financial proposals of bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
 - (vii) The bid of non-responsive bidders shall be rejected by NTC.
 - (viii) The bid evaluated as technically qualified and financially lowest shall be accepted for award of work.

The bidders must submit one original and one copy of both technical and financial bids which must be separately sealed and signed by the authorized representative(s) of bidder.

- 7.2 Following documents shall be furnished / submitted with the bid at the time of opening:

- a) Duly filled Bill of Quantity as per "**Annex-A**".
- b) The original and copy of bid shall be typed clearly and duly signed and stamped by authorized representative of the bidder with authorized power of attorney.

- c) Duly filled and signed Compliance sheet with remarks & reference as per Annexure-B.
- d) Technical brochures of quoted material along with all supporting technical documents (if required).
- e) Tender security/ Earnest Money **(Rs.20000/-)**.
- f) Certificate of incorporation under companies' ordinance, 1984. "Case to Case basis" (if applicable)
- g) GST and NTN Certificate (s).
- h) Valid certificate of authorization from Principal/ Manufacturer (if applicable).
- i) Previous record for such type of project's execution by the bidder.
- j) Company Profile (if required).
- k) Certificate on legal paper of never black listed by any Govt./ Semi Government/ Defense organization of Pakistan.
- l) Undertaking of no business relations, manufacture, technical assistance etc from India & Israel pertaining.

Every page/ document of the bid shall be numbered & duly signed by authorized personnel along with the company seal.

8. **PRICE**

- 8.1 Prices should be quoted in Pak Rupees on FOR/DDP basis as per "**Annex-A**" on Turnkey basis.
- 8.2 The price quoted should be firm, final, and clearly typed without any ambiguity.
- 8.3 The price should include all the government taxes including General Sales Tax and Service Tax at specified rates by Federal and provincial Governments (where applicable), duties, delivery and installation charges etc & shall clearly mention GST/PST otherwise the same shall be considered as incorporated in prices.
- 8.4 The rates / prices shall be entered against each item in the Bill of Quantity (BoQ) as per **Annex-A**. Any item against which no rate or price is entered and left blank by the bidder even mistakenly shall be deemed covered by the highest rates / prices for that item in the other quotation /tender for evaluation purpose and bidder shall be bound to provide that item free of cost.
- 8.5 The bidder shall be deemed to have obtained all information (site etc) as to all the requirements thereto which may affect the bid price.
- 8.6 If during execution of Project, an item(s)/Service(s) is deemed necessary for completion of Project then the same will be approved as per NTC accounting procedure/ market rate analysis.

9. **TENDER SECURITY / EARNEST MONEY**

- 9.1 The bidder shall furnish a tender security / earnest money equivalent to **Rs. 20000/.** The Bid Security shall be, at the option of the bidder, in the form of Deposit at Call or a Bank Guarantee as per **Annexure-C** issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan in favour of the Director NTC Islamabad valid for a period twenty-eight (28) days beyond the bid validity date.
- 9.2 Any bid not accompanied by tender security shall be rejected by the NTC at the time of opening of bid.
- 9.3 The tender securities / earnest money of the unsuccessful bidders will be returned upon award of contract to the successful bidder or on expiry of validity of tender as per requirement of bidder whichever is earlier.
- 9.4 Tender Security of successful bidder will be encashed by NTC as part of Performance Security and the balance 08% (making total 10%) shall be deducted from running bill / balance payment.
- 9.5 The tender security may be forfeited:
- i. If a bidder withdraws his bid during the period of bid validity.
 - ii. If the bidder does not accept the correction of his bid price.
 - iii. In the case of successful bidder, if he fails to furnish the required performance security or fail to sign the contract as per LOI.
- 9.6 **All correspondence regarding release / extension of bid security shall be made with Director NTC Islamabad.**

10. **VALIDITY OF BIDS**

Bid shall remain valid for a period of **120 days** from the date of tender opening.

10.1 **EXTENSION IN DEADLINES**

NTC on its own initiatives or on the request of any prospective bidder shall extend the deadline for submission of bids prior to the deadline, which will be communicated to all prospective bidders well in time. In extension of deadline all the rights and obligation of NTC and bidder(s)/firm(s)/contractor(s) subject to the original deadline will now subject to the extended deadline.

11. **DEADLINE FOR SUBMISSION OF BID**

- 11.1 The bid shall be uploaded in PDF format on PPRA EPADS website i.e. www.eprocure.gov.pk on or before **1030 Hours on April 28, 2026.**
- 11.2 The bidders are required to follow procedure of EPADS and for any clarification/assistance regarding EPADS they may contact PPRA Helpline UAN: 051-111-137-237.
- 11.3 Bid received other than EPADS i.e. hard/Soft copy delivery in person or through e-mail or fax or registered mail will be not accepted by NTC.

12. **MODIFICATION & WITHDRAWAL OF BID**

- 12.1. Any bidder may modify or withdraw his bid after bid submission provided that written notice of the modification or with-drawl is received by the concerned officer prior to the deadline for submission of bids.
- 12.2 No bid may be modified or withdrawn by a bidder after the deadline for submission of bids.

13. **OPENING OF BID**

- 13.1 The NTC tender committee will download the bids at **1100 Hours on April 28, 2026**, in the presence of bidders' representatives who choose to attend, at NTC Regional Office, Sector F-5/1, Islamabad
- 13.2 NTC reserves the right to reject any one or all bids prior acceptance of a bid/proposal.
- 13.3 NTC reserves the right to reject any one or all bids as per Public Procurement Rules, 2004 33(1).
- 13.4 The tender committee reserves the right to reject any one or all bids without assigning any reason

14. **CLARIFICATIONS / CORRECTIONS OF BID**

- 14.1 To assist in the examination, evaluation and comparison of the bids the committee at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing (i.e. letter/ email etc.) and no change in the price or substance of the bid shall be sought, offered or permitted.
- 14.2 Arithmetical errors will be rectified on the following basis:

"If there is a discrepancy between unit price and total price that is obtained by the multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between the words and figures the amount in words shall prevail. If there is a mistake in addition / totaling that can be corrected."

- 14.3 If the bidder does not accept the corrected amount of bid, his bid will be rejected and his tender security will be forfeited.

15. **RESPONSIVENESS OF BIDS**

- 15.1 The bid is valid till required period
- 15.2 The bid prices are firm during its validity and inclusive of all taxes, duties & freight charges etc.
- 15.3 Completion period offered is within specified limits
- 15.4 The bidder is eligible to tender and possesses the requisite experience
- 15.5 The bid is generally in order.
- 15.6 The bidder promptly responds to queries sought by NTC.

NOTE: "Any bidder found non-compliant in any of above mentioned conditions will be declared as non-responsive and will not be considered for further Evaluation proceedings. A bidder once declared "Non-responsive" shall not subsequently be made responsive by the NTC."

16. **EVALUATION CRITERION**

16.1 The tender evaluation committee will evaluate and compare only the bids previously determined to be substantially responsive. The bids can be evaluated as a whole, **OR** in parts for Temporary arrangement (Annex-A) and for Permanent arrangement (Annex-B & C) for the award of work as deemed suitable for NTC & final decision will be made by NTC evaluation committee.

16.2 **Technical evaluation:**

It will be examined in detail whether the bidder has expertise, financial strength and complies with technical provision of the tender documents. For this purpose, the bidder's data submitted with the bid will be compared with the technical features/criteria of the work set by NTC. If sample of the any quoted item deemed necessary for testing /comparing will be called. Any bidder found having no experience in the relevant field or technically non-compliant shall be knocked out of comparison irrespective of his financial standing in the quoted rates.

16.3 **Commercial Evaluation:**

It will be examined in detail whether the bids comply with the commercial / contractual conditions of the tender documents. It is mandatory that no major deviation/stipulation shall be taken by the bidders.

16.4 Contract will be awarded to lowest Evaluated bidder on the basis of both technical & financial compliances.

16.5 The cost of making good and deficiency resulting from any quantifiable variations and deviations from the tender schedules and conditions of the contract, as determined by the NTC will be added to the corrected total bid price for comparison purpose only. Adjustment for commercial compliance will be added to the corrected total bid prices. Adjustment factor will be calculated by committee as deemed appropriate.

16.6 No bidder shall contact NTC on any matter relating to its tender from the time of opening to the time of contract is awarded.

16.7 Any effort by a bidder to influence NTC in the tender evaluation, bid comparison or order award decision may result in the rejection of his bid.

16.8 The work will be awarded by NTC as per relevant category of PEC with reference to the quoted price by the bidder.

17. **COMPLIANCE STATEMENT**

The bidder will furnish a compliance certificate with the bid as per enclosed format as per **Annexure-B (duly filled & signed along with company seal)**.

18. **ENGINEERING SURVEY**

18.1 All prospective bidders may carry out physical engineering survey of sites at their own expenses for clarity purposes and for proper preparation of bid. However, after award of contract, the contractor shall be bound to complete the work as per provision of the contract and site condition.

18.2 For survey, prospective bidders may coordinate with DEP F-8 Division NTC Islamabad for coordination and assistance on sites (Concerned Site Address: NTC RHQ F-5/1 Islamabad. (Tel: 051-9204000).

19. **AWARD CRITERIA & NTC'S RIGHT**

19.1 The contract will be awarded to substantially responsive lowest evaluated bidder, provided that such bidder has been determined to be technically qualified to satisfactorily perform the order.

19.2 The NTC reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids, at any time prior to award of order, without thereby incurring any liability to the affected bidders or any obligation to justify the affected bidders of the grounds for the NTC's action.

20. **VARIATION ORDER**

NTC reserves the right to place variation order (increase or decrease in the quantities of all or any item of BoQ) at the time of signing of contract. The contractor shall be bound to accept the variation order by NTC.

21. **LANGUAGE OF BID DOCUMENTS**

Bid documents and all correspondence will be in English language.

SPECIAL STIPULATIONS
Conditions of Contract

Sr.#	Descriptions	Definition
1	Time for Completion	06 x Weeks from the date of receipt of Engineer's Notice to Commence.
2	Defect liability Period	01x year after issuance of PAC.
3	Percentage of Retention Money	10% of the amount of contract
4	Time for Commencement	From signing of contract/signing of work order / NOC/ Entry Permission from Security Agencies, whichever is later.
5	Amount of Liquidated Damages	0.5% of the actual work /completion cost for each week subject to a maximum of 10% of Contract Price.
6	Bid Validity	120 days
7	Time of Payment from delivery of Engineer's Interim Payment Certificate to the Employer.	28 days

SECTION-II
GENERAL CONDITIONS OF CONTRACT

1. PERFORMANCE SECURITY

- 1.1 The contract document shall comprise the usual terms & conditions of the contract in vogue in the Federal Govt. / Public Sector entities.
- 1.2 Tender Security of successful bidder will be encashed by NTC as part of Performance Security and the balance (making total 10%) shall be deducted from running bill / balance payment.
- 1.3 In the event of the Contractor's failure to execute a formal contract in the manner aforesaid and in the period specified in the Letter of Acceptance, NTC is entitled to appropriate/forfeit any earnest money or initial deposit made by the Contractor with his tender without prejudice to their right to claim any further loss or damage which may result to them by reason of the aforesaid defaults of the Contractor as if a contract is actually executed for purposes of such claim.
- 1.4 The Performance Security shall be released after expiry of the Maintenance / Warranty period, subject to issuance of Final Acceptance Certificate (FAC), by Director NTC Islamabad.
- 1.5 All the correspondence regarding release of performance guarantee shall be made with Director NTC Rawalpindi NTC.

2. CONTRACTORS RESPONSIBILITIES

- 2.1 The contractor shall complete the work in accordance with the contract BoQ, Specs, Plan and responsibility matrix within the agreed completion time.
- 2.2 The contractor shall not subcontract the whole of the works. The contractor shall not subcontract any part of the works without the consent of the NTC.
- 2.3 The contract shall, in accordance with the contract, with due care and diligence, complete the works and test and commission the network/works and carry out the works within the stipulated "Time for Completion". The contractor shall provide all necessary Contractor equipments, superintendence, labors and materials necessary for accomplishment and testing of the work as per contract.
- 2.4 Regarding liaison with other Govt. Deptts. / Entities etc. and acquiring NOC/Permission (involving smooth accomplishment of project), The contractor will provide the information /detail(s) of his labour within 03 x days on such requirement at his own cost. Any delay in provision of labour information will be considered on part of the contractor.

3. **TRANSPORTATION / PACKING**

All types of transportation for delivery of Store / equipment at final destination will be the responsibility of the contractor. Contractor shall ensure proper / international packing of Store / equipment /cables to avoid deterioration of equipment / cable etc. Contractor shall also be responsible for transportation of NTC or any other Department w600hich store will be utilized in the project.

4. **TIME FOR COMPLETION**

4.1 The Contractor shall complete the work within **08 x weeks** from the date of signing of contract/signing of work order / NOC/ Entry Permission from Security Agencies, whichever is later.

4.2 **Late completion / Liquidated Damages:**

Unless the delay in completion of work is caused by force majeure and the delay is on part of the Contractor, contractor shall pay to NTC as liquidated damages a sum equivalent to 0.5% of the actual work /completion cost for each week of delay and subject to a maximum of 10% value of the actual work delayed, as such the completed component is useable in all respect otherwise 10% of the total contract value shall be levied, and same will be recovered from the contractor at the time of PAC. In case of force majeure, the delivery period may be extended on receipt of request/intimation from contractor with evidence during the execution period. For the purpose of calculation of Liquidated Damages charges, 7 days of week would be considered, and goods delayed for more than 3 days will be considered as one week otherwise less than or equal or up to 3 days will not be penalized. The parties agree that the accumulated total liquidated damages for delay shall carry a maximum limit of up to 10% of the contract value.

5. **WARRANTY / SERVICES**

5.1 The contractor will warrant that the Store / equipment supplied under the contract are new, un-used, and incorporates all recent improvements in design and materials and of good quality. The warranty shall remain valid for a period of 12 months starting from the date of issuance of PAC. NTC shall promptly notify the supplier in writing of any claims arising under this warranty and the supplier will repair / replace the defective items within reasonable time without any cost effect.

5.2 The contractor, for technical assistance at the highest level shall provide high-level support/technical assistance at sites on 24 x 7 basis, during the warranty period, free of cost.

6. **PROVISIONAL ACCEPTANCE TESTING**

6.1 Director NTC Islamabad will detail a team for final inspection. The team shall confirm the quantities and functioning of equipment and will mention discrepancies, if any. Director NTC Islamabad will issue the PAC on the basis of successful conduct of PAT/ Final inspection including verification of contract BoQ as per site requirement.

6.2 On "Successful Conduct of PAT", "Provisional Acceptance Certificate" will be issued within 15 x days.

- 6.3 If the Project is commercially launched before the PAT/PAC, the date on which the project is commercially launched will be considered the date of PAC.
- 6.4 In case Provisional Acceptance Certificate is not issued within Fifteen (15) days, Director NTC Islamabad or DEP F-8 NTC Islamabad shall inform in-writing of the specific reason(s) for the delay within 05 days after receipt of request from the Contractors.
- 6.5 NTC reserves the rights to reject any item even after issuance of Provisional Acceptance Certificate if it does not conform to the specifications by reason of some defect, latent or otherwise of material which was not discoverable by a reasonable examination.
- 6.6 The Provisional Acceptance Certificate (PAC) will be valid for warranty period of one year.
- 6.7 Final Inspection of work will be carried out in accordance with NTC Policy.

7. **TERMS OF PAYMENT**

Payment of contract price shall be made in the following manners.

- 7.1 The execution of work by contractor shall not be conditional to payment of running bills by NTC.
- 7.2 All payment will be made upon satisfactory completion of work and inspection committee report by PAT team.
- 7.3 The performance security (10% of work completion) will be released after successful completion of warranty/defect liability period and issuance of Final Acceptance Certificate (FAC) by Director NTC Islamabad.
- 7.4 Taxes will be deducted as per government rules at the time of payment.
- 7.5 Payments shall only be released if the contractor is found to be "Active Tax Payer" in Federal Board of Revenue (FBR) Pakistan database at the time of payment. Contractor will provide the e-return of each invoice after payment.
- 7.6 The invoice must be clearly marked as running or final bill and shall be forwarded on the original bill book / letter head pad of the contractor and signed by the contractor or his authorized representative along with original GST invoice clearly mentioning the GST number of both the contractor and NTC (STRN: 07-01-9802-013-64 NTN: 1218153-6) on the contractor's original letter head pad.

8. **FINAL ACCEPTANCE CERTIFICATE**

- 8.1 The contractor may notify Director NTC Islamabad at-least 15 days before the expiry of warranty period for the issuance of final acceptance certificate. Upon such notification from contractor, Director NTC Islamabad/ DEP F-8 NTC Islamabad will issue Final Acceptance Certificate in favour of contractor subject to satisfactory completion of warranty period as per requirement of contract. Alternatively, Director NTC Islamabad will notify the contractor for the discrepancies that still remain un-resolved and contractor will rectify the discrepancies.

8.2 On issuance of Final Acceptance Certificate, contractor shall request for release of performance security.

9. **DEFAULT BY CONTRACTOR**

9.1 If the contractor fails to supply the equipment, refuses or fails to comply with a valid instruction of the NTC, the NTC may give notice, stating the default.

9.2 If the contractor has not taken all practicable steps to remedy the default within 14 days after receipt of NTC notice, the NTC may by a second notice cancel the contract and performance security will be forfeited. Clause-19 of PPRA rules 2004 may also be invoke as described.

10. **REPEAT ORDER**

Repeat Order may be placed in accordance with Public Procurement Rules 2004.

11. **ARBITRATION AND AMICABLE LAW**

11.1 The Contract will be construed under and governed by THE LAWS OF THE ISLAMIC REPUBLIC OF PAKISTAN.

11.2 NTC and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

11.3 Any dispute, disagreement or question arising out of or relating to or in consequence of this contract or relating to its execution or performance which cannot be settled amicably, shall be referred to arbitration to MD NTC. Only MD NTC will have sole authority in arbitration to decide. All the decisions will be made in view of Arbitration Act 1940.

11.4 Within 30 days of the said notice, one arbitrator shall be nominated in writing by NTC and one arbitrator shall be nominated in writing by the Contractor.

11.5 The arbitration shall initiate arbitration proceedings at Islamabad. In case the arbitration does not reach on conclusion, then case would be referred to the court of Law.

11.6 Each party shall bear the cost of its own arbitrator and the cost of the third arbitrator shall be borne equally by both parties.

12. **FORCE MAJEURE**

12.1 The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

12.2 If either party is temporarily rendered unable, wholly or in part by Force Majeure to perform its duties or accept performance by the other party under the Contract it is agreed that on such party, giving notice with full particulars in writing of such Force majeure to the other party within 14 (fourteen) days after the occurrence of the cause

relied on, then the duties, of such party as far as they are affected by such Force Majeure shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall as far as possible be removed with all reasonable speed. Neither party shall be responsible for delay caused by Force Majeure.

- 12.3 The terms "Force Majeure" as used herein shall mean Acts of God, strikes, lockouts or other industrial disturbance, act of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lightning, flood, washouts, civil disturbances, explosion, Governmental Export/Import Restrictions (to be supported by a letter from the relevant Authority and verified by the Diplomatic Mission in Pakistan), Government actions/restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of either party and which by the exercise of due care and diligence either party is unable to overcome.
- 12.4 The term of this Contract shall be extended for such period of time as may be necessary to complete the work which might have been accomplished but for such suspension. If either party is permanently prevented wholly or in part by Force Majeure for period exceeding 12 (twelve) months from performing or accepting performance, the party concerned shall have the right to terminate this contract immediately giving notice with full particulars for such Force Majeure in writing to the other party, and in such event, the other party shall be entitled to compensation for an amount to be fixed by negotiations and mutual agreement.
- 12.5 If a Force Majeure situation arises, the Contractor shall promptly notify NTC in writing of such conditions and the cause thereof. Unless otherwise directed by NTC in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. TERMINATION FOR INSOLVENCY

The NTC may at any time terminate the contract by giving written notice to the bidder, without any compensation to bidder. If the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to action to the NTC.

14. TERMINATION FOR CONVENIENCE

The NTC may send a written notice to the bidder; terminate the contract in whole or in part any time for its convenience. The notice of termination shall specify that the termination is for the NTC's convenience, the extent to which performance or work under the contract is terminated and the date upon which such termination becomes effective.

15. PROJECT DIRECTOR/ ULTIMATE CONSIGNEE

Director NTC Islamabad being Project Director (PD) and Divisional Engineer Phone F-8 Division NTC Islamabad being project Manager (PM) would execute the work as per contract.

16. PERMISSION/NOC

ROW charges has been exempted by Federal Government, however NTC will assist in getting NOC and successful execution and completion of the project.

COMPLIANCE STATEMENT

Clause #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
1	Scope of work				
2	Eligibility Criterion of Bidders				
3	Cost of tendering				
4	Clarifications of Tender Documents				
5	Amendment of Tender Documents				
6.	Country of Origin				
7.	Preparation of Tender/ Bid Documents				
8	Price				
9	Tender Security / Earnest Money				
10	Validity of Bids				
11	Deadline for submission of bids				
12	Modification & Withdrawal of bid				
13	Opening of Bid				
14	Clarifications/correction of bid				
15	Responsiveness of Bids				
16	Evaluation Criterion				
17	Commercial Statement				
18	Engineering Survey				
19.	Award Criteria & NTC's Right				
20.	Variation Order				
21.	LANGUAGE OF BID DOCUMENTS				
	Contract Conditions				
1	Performance Security				
2	Contractor responsibilities				
3	Transportation & Packing				
4	Time for Completion				
5	Warranty / Services				
6	Provisional Acceptance Testing				
7	Terms of Payment				
8	Final Acceptance Certificate				
9	Default by contractor				
10	Repeat Order				
11	Arbitration and Amicable Law				
12	Force Majeure				
13	Termination for Insolvency				
14	Termination for Convenience				
15	Project Director/ Ultimate Consignee				

Clau se. #	Description	Complied	Not Complied	Partially complied (give details)	Page # of bid, where compliance available
III	Important conditions of Contract				
1	Definitions and Interpretation				
2	Director NTC Rawalpindi and his representative				
3	Drawing and test documents				
4	Contract agreement				
5	Contractor obligation				
6	Site data				
7	Sufficiency of contract price				
8	Program be furnished				
9	Contractor's supervisor at site				
10	Watching, light and safety precautions				
11	Compliance with statutes, regulation & law				
12	Care of work				
13	Damage to persons or property and insurance				
14	Patent rights and royalties				
15	Supply of plant, material & labors				
16	Clearance of site on completion				
17	<u>Labour</u>				
18	Work material and plant				
19	Inspection and testing during execution or manufacturing				
20	Removal of improper material or work				
21	Suspension of work				
22	Extension of time for completion				
23	Rate of progress				
24	Test on completion				
25	Maintenance and defects liability period				
26	Alterations, additions and omissions				
27	Property in material and plant				
28	Certification and payment				
29	Measurement				
30	Provisional sums				
31	Remedies and powers				
32	Risk and responsibility				
33	Care of the work and risk transfer date				
34	Damage to property and injury to persons				
35	Limitation of liability				
36	Insurance				
37	Change in cost and legislation				
38	Provisional acceptance certificate (PAC)				
39	Provision of Store				
40	Right of Way (R.O.W)				
41	Temporary Bar/ Black-Listing of firm				

**FORMAT OF BANK GUARANTEE
FOR BID SECURITY**

Bank Guarantee No.-----
Dated at Islamabad, the -----
Amount _____
Validity _____

To,

DIRECTOR NTC Islamabad
NATIONAL TELECOMMUNICATION CORPORATION
RHQ F-5/1, ISLAMABAD

Dear Sir,

WHEREAS M/S _____(hereinafter called the Tenderer) have requested us through _____ Bank Ltd., to furnish Bid Security by way of Bank Guarantee in your favour in the sum of _____(IN FIGURE) _____(IN WORDS) against your Tender Notice No. _____ dated _____for supply / installation of _____.

WE HEREBY AGREE AND UNDERTAKE:

- i. To make unconditional payment _____to you on demand without further question or reference to the Tenderer in case of withdrawal or modification of bid or any default or non-execution of the Contract or refusal to accept order by the Tenderer from the date of opening of bids until the expiry of the validity of their offer,
- iii. To keep this guarantee in full force from (date) _____up to _____(date) _____the date until which the Tenderer's offer is valid.
- iii. To extend the period of guarantee if such extension be necessary beyond the date stated in para (ii) and as so desired by the tenderer.

Any claim arising out of this guarantee must be lodged with this Bank within the period the guarantee is valid and before the date of its expiry. After this date the guarantee will be considered null and void and should be returned to us.

Yours faithfully,

Name of the Bank: _____
Authorized officer's Signature &
Seal: _____

BOQ

Extension of Existing OFC Network for Further Connectivity of E-Office at Pakistan Museum of Natural History Shakarparian Islamabad

Sr. #	Description	Quantity	Unit	Rate	Evaluated Cost(Rs)
A:Store					
1	12 Fiber SM OFC G.652 D	525	Meter		
2	HDPE Pipe 1" Diameter	510	Meter		
3	Marker Post	4	Nos		
4	OFDF Pre Loaded with complete accessories adapter and pigtail (06 Fiber)	1	Nos		
5	Joint Enclosure (12 Fiber)	2	Nos		
Total (A) Rs					
GST 18 %					
Total (A) Rs					
B:Services					
1	Marking and Excavation in Kacha Trench 4' depth & 18" width,with laying of HDPE duct and pulling of cable	425	Meter		
2	Attachment of HDPE pipe and Pulling of OFC	20	Meter		
3	Marking and Excavation in Pacca Tuff tiles Trench 4' depth & 18" width,with laying of HDPE duct and pulling of cable	10	Meter		
4	Repair of Pacca (PCC/Re-instatement)	10	Meter		
5	Road Bore at depth of 4' from the road edge	60	Meter		
6	OFDF fixing Charges	1	Nos		
7	Splicing of OFDF	18	Nos		
Total Rs					
Service Tax 15 %					
Total (B) Rs					
Total (A+B) Rs					

I/We hereby certify and confirm that while quoting above BOQ, I have carefully read the tender specification, B.O.Q. general and detailed terms and conditions of the tender document and other details. In confirmation thereof I put my Signature and Seal on this Tender Bid as under on this day of _____.

Signature of Contractor _____